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Title: **Sheet Metal Contractors Association of the District of Columbia, Inc. and Sheet Metal Workers International Association (SMWIA), AFL-CIO, Local 100 (2003)**

K#: **8796**

Employer Name: **Sheet Metal Contractors Association of the District of Columbia, Inc.**

Location: **DC Washington**

Union: **Sheet Metal Workers International Association (SMWIA), AFL-CIO**

Local: **100**

SIC: **1711**

NAICS: **23822**

Sector: **P**

Number of Workers: **1000**

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K 8796
1,000 workers



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AGREEMENT

BETWEEN THE

**SHEET METAL WORKERS'
LOCAL UNION NO. 100**

AND THE

**SHEET METAL
CONTRACTORS ASSOCIATION
OF THE
DISTRICT OF COLUMBIA, INC.**

EFFECTIVE:

JULY 1, 2003 THROUGH JUNE 30, 2006

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**STANDARD FORM OF
UNION AGREEMENT**

**Sheet Metal, Roofing, Ventilating and
Air Conditioning Contracting Division of
the Construction Industry**

Agreement entered into this 1st day of JULY 2003, by and between Sheet Metal Contractors Association of the District of Columbia, Inc., hereinafter referred to as the "Employer," and Local Union No. 100 of Sheet Metal Workers' International Association, hereinafter referred to as the "Union," for the **District of Columbia**; the **ENTIRE state of Maryland** and the **ENTIRE state of Virginia** (*with the Exception of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington and Wise Counties, Virginia*); and West Virginia Counties of Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan.

ARTICLE 1

CONDITIONS OF EMPLOYMENT

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to, the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof, and of all air-veyor systems and air-handling systems regardless of material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) all labor in connection with energy auditing and retro-fitting, and; (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

SECTION 2. This Agreement covers the rates of pay and conditions of employment of all employees paid directly by the Employer engaged in construction work. This section does not apply to those employees of the Employer that are covered under a separate collective bargaining agreement.

ARTICLE 2

SUBCONTRACTING WORK

SECTION 1. No Employer shall subcontract or assign any of the work described herein, which is to be performed at a job site, to any contractor, subcontractor or other persons or party who fails to agree in writing to comply with the conditions of employment contained herein, including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

SECTION 2. Subject to other applicable provisions of

this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

SECTION 3. If an Employer subcontracts any work described in this Agreement, he shall notify the Local Union who that subcontractor is.

ARTICLE 3 WORK ASSIGNMENT

SECTION 1. The Employer agrees that none but journeymen, apprentice and specialty sheet metal workers shall be employed on any work described in Article 1, and/or elsewhere in this Agreement.

SECTION 2. And, further, for the purpose of proving jurisdiction, the Employer agrees to provide the Union with written evidence of assignment on the Employer's letterhead *for all items of work to be performed at a job site prior to commencement of work at the site.*

SECTION 3. And, further, for purposes of providing the letters of assignment, the Local will provide a form to be used on the Employer's letterhead (*also see Article 41*).

ARTICLE 4 FURNISHING EMPLOYEES

SECTION 1. The Union agrees to furnish upon request by the Employer, within a reasonable amount of time, duly qualified journeymen, apprentice and specialty sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

ARTICLE 5

MEMBERSHIP REQUIREMENT

SECTION 1. The Employer agrees to require membership in the Union as a condition of continued employment of all employees performing any of the work specified in Article 1 of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable ground for believing that membership is available to such employees on the same terms and conditions generally applicable to other members, and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2. If during the term of this Agreement the Labor-Management Relations Act of 1947, shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of, and without regard to, the time limit specified in Section 1 of this Article.

SECTION 3. The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employee(s) immediately upon compliance with such conditions.

ARTICLE 6

WORKING DAY AND WORKING WEEK

SECTION 1. The regular working day shall consist of eight (8) hour's labor in the shop or on the job site between 6:00 a.m. and 4:00 p.m. There shall be a one-half (1/2) hour unpaid lunch break. The Union and Employer, by written

agreement, may change the established workday to provide greater flexibility.

SECTION 2. The regular workweek shall start on Monday and end on Sunday at midnight. The regular workweek shall consist of five (5) consecutive eight (8) hour days in the shop or on the job beginning on Monday. Exceptions in the regular workweek will be made for sheet metal workers that are penalized by weather. When weather is a factor, sheet metal workers may, at their option, work make-up days beyond the regular workweek to equal forty (40) hours at regular pay. No one shall be sent to a job or shop where make-up days are being performed unless all workmen on that job or shop have first been offered the make-up day.

SECTION 3. Architectural and roofing sheet metal workers shall be permitted to work on roofing and architectural jobs, at the job site only, starting at 5:30 a.m. during the months of May through September. The Local Union shall be notified when the starting time change occurs.

SECTION 4. All full-time and part-time labor performed during the hours described in Sections 1, 2, and 3 of this Article shall be recognized as regular working hours and paid for at the regular hourly rate with the exception of shift work as provided for elsewhere in this Agreement.

SECTION 5. After a worker has worked forty (40) hours then all work performed outside of the established working hours and the established work week shall be at one and one-half (1 & 1/2) times the hourly rate, with the exception that all work performed on Sundays and holidays shall be at two (2) times the hourly rate.

SECTION 6. If the Union and the Employer agree, the Employer may work four (4) consecutive ten-hour days, then the workweek will be Monday through Thursday or Tuesday through Friday. Exceptions in the regular workweek will be made for sheet metal workers that are penalized by weather. When weather is a factor, sheet metal workers may, at their own option, work makeup days beyond the regular work week to equal forty (40) hours at regular pay.

Holidays will not be made up. If the Union and the Employer agree the shift could be changed one (1) week in advance.

ARTICLE 7 TRANSPORTATION INSIDE AND OUTSIDE LIMITS

SECTION 1. When employed in a shop or on a job within the limit(s) of (*see Addendum, Paragraph 1*) employees shall be governed by the regular working hours specified herein, and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time, and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2. When employed outside the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide, or pay, for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in the Addendum (*see Paragraph 13*) attached hereto.

ARTICLE 8 GENERAL CONDITIONS

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article 1 of this Agreement, shall be (*see Addendum*) per hour, except as hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article 1 of this Agreement, fabricated and/or assembled by journeymen sheet metal workers, apprentices and/or specialty workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other Local Union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the journeymen employed on such work in the home shop or sent to the job site.

SECTION 3. The provisions of Section 2 of this Article, Section 2 of Article 2 and Section 1 of Article 3, shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double wall panel plenums
12. Angle rings

SECTION 4. The provisions of Section 2 of this Article shall not be applicable to **AIR POLLUTION CONTROL SYSTEMS** fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings for high-pressure systems.

SECTION 5. Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeymen sheet metal workers hired outside of the territorial jurisdiction of *this Agreement shall receive the wage scale and working conditions of the local agreement covering the territory in which such work is performed or supervised.*

SECTION 6. When the Employer has any work specified in Article 1 of this Agreement to be performed outside of the area covered by Local 100 and within the area covered by another agreement with another union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, he may send no more than two (2) sheet metal workers per job into *such area to perform any work which the Employer deems necessary*, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is being performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article, but in no case less than the established wage scale of the local agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that local agreement. If employees are sent into an area where there is no local agreement of the Sheet Metal Workers' International Association covering the area, then the minimum conditions of the home local shall apply.

SECTION 7. In applying the provisions of Section 2, 5 and 6 of this Article 8, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION 8. Welfare benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local union,

the parties signatory to this Agreement agreed to arrange, through the Health and Welfare Trust Fund, to transmit health and welfare contributions made on behalf of the employee to the health and welfare fund in the employee's home local union.

SECTION 9. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article 1 of this Agreement.

ARTICLE 9

TOOLS AND TRANSPORTATION OF TOOLS

SECTION 1. Journeymen, apprentice and specialty sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

SECTION 2. Journeymen, apprentice and specialty sheet metal workers covered by this Agreement shall not be permitted or required, as a condition of employment, to furnish the use of automobile or other conveyance to transport men, tools, equipment, or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time, or from shop or job to home at quitting time.

SECTION 3. The Union will allow a member to transport in his personal vehicle the following tools: pistol grip electric drill, extension cord, electric hammer, Whitney punch, soldering irons, and air balance equipment (excluding flow hoods and ladders) assigned by this Employer. If an employee agrees to transport tools, ladders, or materials, other than the tools listed above, in his personal vehicle, the employee shall be paid mileage at the established rate. Any employee may refuse to transport such tools belonging to the Employer in his personal car and he shall not be subject to any disciplinary action, retaliation or discharge for such refusal. If a charge is made that an Employer has taken re-

taliatory action against an employee as a result of a disagreement about the transportation of tools, the charge shall be referred to the Joint Labor Committee which shall meet within forty-eight (48) hours to consider the merits of the charge. If the Joint Labor Committee finds that the charge is substantiated, the Union shall have the right to instruct all employees of the Employer to refuse to transport any tools, except personal tools, in their personal automobiles.

When Employers furnish a car, station wagon or pickup truck to an employee for personal use and travel, said vehicle may be used to transport tools and materials.

ARTICLE 10 GRIEVANCES

SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. An Employer may have the local Association present to act as his representative.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or if the occurrence was not ascertainable, within thirty (30) calendar days of first knowledge of the facts giving rise to the grievance.

SECTION 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board having jurisdiction over the parties, and such board shall meet promptly on a date mutually agreeable to the members of the board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties, to render a final and binding determination, except as provided in Sections 3 and 5 of this Article. The board shall consist of an equal number of representatives of the Union and of the local Employer's Association and both sides shall cast an equal number of votes at each

meeting. The local Employer's Association, on its own initiative, may submit grievances for determination by the board as provided in this Section.

Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed in Section 1 of this Article, unless the time is extended by a mutual agreement of the parties.

SECTION 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of deadlock, or failure of such board to act, may be appealed jointly or by either party to a panel consisting of one (1) representative appointed by the General President of Sheet Metal Workers' International Association and one (1) representative appointed by the Chairman of the Labor Relations Committee of Sheet Metal and Air Conditioning Contractors' National Association, Inc. Appeals on behalf of employees shall be mailed to the General Secretary-Treasurer of the Sheet Metal Workers' International Association and those on behalf of an Employer mailed to the Secretary of the Labor Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Joint appeals shall be made to the Secretaries of both Associations. Notice of appeal to the panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such panel shall meet promptly, but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the panel members. Except in case of deadlock, the decision of the panel shall be final and binding.

Notwithstanding the provisions of Paragraph 1 of this Section, an Employer who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board, including a unanimous decision, and request a panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by both Chairman of the Labor Relations Committee of Sheet Metal and Air Conditioning

Contractors' National Association, Inc. and by the General President of Sheet Metal Workers' International Association.

SECTION 4. Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board, as established by the Sheet Metal Workers' International Association and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Submission shall be made and decisions *rendered under such procedures as may be prescribed* by such board, from time to time, and mutually approved by the parties creating it. Copies of the procedures shall be available from, and submission of grievances may be made to, either the General Secretary-Treasurer of Sheet Metal Workers' International Association or the Secretary of the Labor Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Submissions on appeal to the National Joint Adjustment Board shall be made within thirty (30) days after termination of the procedures prescribed in Section 3 of this Article.

SECTION 5. A *Local Joint Adjustment Board, panel* and the National Joint Adjustment Board are empowered to render such decisions and grant such relief to either party as they deem necessary and proper, including awards of damages or other compensation and, if it is believed warranted, to direct that the involved agreement and any other agreement or agreements between the Employer and any other local union affiliated with the Sheet Metal Workers' International Association be canceled, provided, however, that any decision of a Local Joint Adjustment Board or panel directing cancellation of an agreement or agreements shall be automatically reviewed by the National Joint Adjustment Board, and such a cancellation shall not be effective unless the order is affirmed by an order from the national board.

SECTION 6. In the event any party fails or refuses to comply with any decision of a Local Joint Adjustment Board or panel, without appeal, or any decision of the National Joint Adjustment Board, within thirty (30) days after

notice thereof, a Local Joint Adjustment Board, panel, or any party to the dispute may, in addition to any other legal remedies which may be available to the parties, request the National Joint Adjustment Board to cancel the involved agreement and any other agreements between the involved employer and other local unions affiliated with the Sheet Metal Workers' International Association. Unless otherwise decided by unanimous vote, the National Joint Adjustment Board shall cancel such agreements if it finds the involved party to be in noncompliance with the decision in question. Requests for the Board's services shall be made in the same manner and in the same form as other appeals to the National Joint Adjustment Board, and the procedure followed shall be the same except that any intermediate step or steps shall be omitted and the requests made directly to the National Joint Adjustment Board.

SECTION 7. Failure to exercise the right of appeal at any step thereof within the time limit provided therefore shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article, except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

All correspondence to the National Joint Adjustment Board shall be sent to the following address: **National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 22022-0956.**

ARTICLE II

JOINT APPRENTICESHIP COMMITTEE

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship Committee composed of six (6) members, three (3) of whom shall be selected by the Employer and three (3) by the Union. Said Joint Apprenticeship Committee shall formulate and make operative such rules and regulations as they

may deem necessary, and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices, and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

SECTION 2. The Joint Apprenticeship Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship Committee caused by resignation or otherwise may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical educational experience in the trade under the supervision of the Joint Apprenticeship Committee.

SECTION 3. It is hereby agreed that the Employer may apply to the Joint Apprenticeship Committee and the Joint Apprenticeship Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeymen.

SECTION 4. All applicants for apprenticeships shall be eighteen (18) years of age or older, and each apprentice shall serve an apprenticeship of four (4) years, and such apprentice shall not be put in charge of work on any job, and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen.

SECTION 5. A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers:

FIRST YEAR:

First Half 40%

Second Half 45%

SECOND YEAR:

First Half 50%

Second Half 55%

THIRD YEAR:

First Half 60%

Second Half 65%

FOURTH YEAR:

First Half 70%

Second Half 75%

SECTION 6. The Employer shall not place more than one (1) apprentice to each journeyman on any job site. The Employer may not employ more than one (1) apprentice to three (3) journeymen on a company wide basis.

SECTION 7. No apprentice may be laid off for lack of work unless there is more than one (1) apprentice to each three (3) journeymen. Should it become necessary to lay off apprentices, they shall be laid off with the approval of the Joint Apprenticeship Training Committee.

SECTION 8. Apprentices shall have preference over specialty sheet metal workers in all matters of work assignment pertaining to training and skill involved to perform a task.

SECTION 9. The first and second year apprentice shall be required to work six (6) months for a contractor doing other than H.V.A.C. work, when possible.

SECTION 10. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by employers in the sheet metal industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual

goes to work for a non-signatory employer in the sheet metal industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

ARTICLE 12

LOCAL 100 AGREEMENTS AND FUNDS

SECTION 1. Employers having work within the jurisdiction of Local 100 covered by another collective bargaining agreement shall be subject to all of the provisions of that agreement and trust agreements.

SECTION 2. The Employer and the Union hereby accept as Employer trustees and Union trustees the present Employer trustees and Union trustees appointed under said trust agreements, and all such succeeding Employer trustees and Union trustees that shall have been or will be appointed in accordance with the terms of the trust agreements.

SECTION 3. The Union and the Employer agree to be bound by and hereby assent to all of the terms of the trust agreement as amended, and all rules and regulations heretofore and hereafter adopted by the trustees of the funds, and all of the actions of the trustees in administering such trust funds in accordance with the trust agreements and rules adopted.

SECTION 4. The Employer shall contribute the amount specified in the current collective bargaining agreements, or as may be amended, and all extensions and renewals thereof, and shall make payment to the trustees in accordance with the terms of the then current or amended collective bargaining agreement(s) and/or trust agreements.

ARTICLE 13

HOLIDAYS

SECTION 1. The following holidays shall be observed and shall be celebrated on:

HOLIDAYS 2003:

Independence Day Friday July 4
Labor Day..... Monday, September 1
Veterman's Day Tuesday, November 11
Thanksgiving Day..... Thursday, November 27
The Day after

Thanksgiving Day Friday, November 28
Christmas..... Thursday, December 25

HOLIDAYS 2004:

New Year's Day..... Thursday, January 1
Memorial Day Monday, May 31
Independence Day Monday, July 5
(Sunday is July 4th)

Labor Day..... Monday, September 6
Veterman's Day Thursday, November 11
Thanksgiving Day..... Thursday, November 25
The Day after

Thanksgiving Day Friday, November 26
Christmas..... Friday, December 24
(Saturday is December 25th)

HOLIDAYS 2005:

New Year's Day Friday, December 31, 2004
(Saturday is January 1st)

Inauguration Day (UNPAID) Thursday, January 20
Memorial Day Monday, May 30
Independence Day Monday, July 4
Labor Day..... Monday, September 5
Veternan's Day..... Friday, November 11
Thanksgiving Day..... Thursday, November 24
The Day after

Thanksgiving Day Friday, November 25
Christmas Monday, December 26
(Sunday is December 25th)

HOLIDAYS 2006:

New Year's Day Monday, January 2
(Sunday is January 1st)

Memorial Day Monday, May 29

SECTION 2. All Sundays shall be two (2) times the regular hourly rate of pay.

SECTION 3. All work performed on holidays shall be at two (2) times the regular hourly rate of pay.

SECTION 4. When a holiday is celebrated on a Friday and a member is required to work the following Saturday, the member will be compensated at two (2) times the regular hourly rate of pay, service work excluded.

SECTION 5. An employee may elect to observe Martin Luther King's Day as a holiday. This is not a paid holiday.

SECTION 6. Inauguration Day will be an unpaid holiday every four (4) years.

SECTION 7. Journeymen and apprentices shall receive paid holidays as follows:

Contract year July 1, 2004 through June 30, 2005:

Labor Day Monday, September 6, 2004

Thanksgiving Day Thursday, November 25, 2004

The Day after

Thanksgiving Day Friday, November 26, 2004

Christmas Friday, December 24, 2004

(Saturday is December 25th)

This is a total of (4) paid holidays.

Contract year July 1, 2005 through June 30, 2006:

All holidays (except Inauguration Day).

This is a total of eight (8) paid holidays.

ARTICLE 14

ACCESS TO SHOPS AND JOBS

SECTION 1. It is agreed that the business manager of Local 100 or his duly authorized representatives shall have access to any shop or job site where the employees covered

by this Agreement are employed or shall be employed. It is further agreed that the business manager or his representatives shall have access to any Employer's office, shop or job site, where members are working, to assure that all of the terms and conditions of this Agreement are being adhered to.

SECTION 2. The business manager or his representatives would adhere to all safety regulations required in the shop and on the job.

ARTICLE 15

AGREEMENT BETWEEN THE PARTIES

SECTION 1. The parties hereto agree that this Standard Form of Union Agreement and the Addendum or Addenda, and all other agreements within the jurisdiction of Local 100 shall constitute the agreement between the parties.

ARTICLE 16

DUES CHECKOFF

SECTION 1. In accordance with other terms of an individual and voluntary written authorization for checkoff of membership dues and assessments, in a form agreed upon by the parties thereto and permitted by the provisions of Section 302(c) of the Labor-Management Relations Act as amended, the Employer agrees to deduct from the wages of each employee covered by this Agreement, who signed said authorization, the amounts established by the Local Union. Such contributions shall be made upon all hours worked or compensated for by each journeyman, apprentice and specialty worker employee covered by this Agreement.

The Employer shall furnish the financial secretary a monthly record of all hours worked for building trade journeymen and apprentices. The report shall indicate the amount of deductions made on behalf of the individual employee. All checks should be made payable to the Sheet Metal Workers' Local Union No. 100 General Fund. It is agreed that the payments be made in accordance with the Addendum of this Agreement.

It is agreed that the assessments contained herein are a requirement of acquiring union membership. The members not authorizing checkoff are required to individually pay money due to the Local Union. It is agreed that the dues checkoff be in accordance with Article 5 of the present Agreement. The written deduction authorization shall be in the following form:

"I hereby assign to Local Union No. 100 of the Sheet Metal Workers' International Association, AFL-CIO, any dues, including initiation, and monthly assessments in such sum as may be established from time to time by said Local Union in accordance with the Constitution of Sheet Metal Workers' International Association. I authorize and direct the Employer to deduct amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between the Employer and the Union at any time while this authorization is in effect."

"This assignment, authorization and direction shall be irrevocable for a period of one (1) year from date of delivery hereof to you, or until the termination of the collective bargaining agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year or for the period of each succeeding applicable agreement between the Company and the Union whichever shall be shorter, unless written notice is given by me to the Company and the Union not more than five (5) days, and not less than three (3) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between the Company and the Union whichever occurs sooner."

"This authorization is made pursuant to the provisions of Section 302(c) of the Labor-Management Relations Act of 1947 as amended."

(SIGNATURE OF EMPLOYEE HERE)

(TYPE OR PRINT NAME OF EMPLOYEE)

(DATE OF SIGNING)

(ADDRESS OF EMPLOYEE)

(CITY)

(STATE)

(ZIP CODE)

ARTICLE 17 DUES CHECKOFFS IN OTHER AREAS OF LOCAL 100

SECTION 1. Employers employing Local 100 members or apprentices that work under dues checkoff systems shall comply with the terms of that dues checkoff system, and deduct monies due and make payment required by said checkoff system.

ARTICLE 18 NONDISCRIMINATION CLAUSE

SECTION 1. The parties to this Agreement agree not to discriminate in regard to hire, tenure, promotion, or other terms, or conditions of employment against any individual on the basis of race, color, religion, sex, age, national origin, or marital status.

SECTION 2. The use of personal pronouns of the male gender is for grammatical purposes only and the contract equally applies to persons of either gender.

ARTICLE 19

QUALIFYING OF SHEET METAL WORKERS

SECTION 1. The Union shall determine the qualifications of all persons applying for membership as journeymen sheet metal workers within the jurisdiction covered by this Agreement.

SECTION 2. In the event an applicant fails to qualify as a journeyman sheet metal worker, he/she may reapply after a one (1) year waiting period.

ARTICLE 20

MILEAGE

SECTION 1. In addition to Article 7 in the Standard Form of Union Agreement, thirty-five cents (\$0.35) a mile is to be paid mechanics and/or apprentices for driving personal cars during working hours, from shop to job, job to shop or job to job, for man and personal tools only.

SECTION 2. When a mechanic or apprentice is transferred to a job during working hours where it is necessary for him to pay the parking expense, the Employer is to reimburse him for this parking fee.

ARTICLE 21

STARTING AND QUITTING TIME

SECTION 1. Employees shall be at the shop or project at scheduled starting time each date and shall remain until quitting time, at a place designated by the Employer.

ARTICLE 22

DISTRIBUTION OF WAGE INCREASES

SECTION 1. For the duration of this Agreement, any wage increases, as they become effective, shall be distributed by the various funds and trust funds as determined by the membership.

SECTION 2. Pension contributions may not be reduced for the duration of this Agreement except by mutual consent.

ARTICLE 23
APPRENTICE AND JOURNEYMAN
TRAINING FUND

SECTION 1. The Employer and Union jointly agree to maintain and operate through a trust agreement an Apprentice Trust Fund for the Local 100 area of Washington, D.C.

SECTION 2. The purpose of the trust fund is for the education and training of building trade apprentices and journeymen.

SECTION 3. The prescribed method and amounts of payments shall be made in accordance with the rules and regulations set forth elsewhere in this Agreement and Addendum.

SECTION 4. Contributions shall be made on all hours worked by each journeyman and apprentice covered by this Agreement.

SECTION 5. The Employer agrees to contribute to the Sheet Metal Local 100 Apprentice and Journeyman Training Fund for the education and training of building trade apprentices and journeymen sheet metal workers.

SECTION 6. The contribution rate shall be established in the Addendum for the period indicated, except as may be changed by Article 22, in which event the Agreement will be amended and all parties notified.

ARTICLE 24
INTERNATIONAL TRAINING INSTITUTE,
NATIONAL ENERGY MANAGEMENT
INSTITUTE (NEMI), SHEET METAL
OCCUPATIONAL HEALTH INSTITUTE TRUST
(SMOHIT), AND THE SHEET METAL
WORKERS' INTERNATIONAL ASSOCIATION
SCHOLARSHIP FUND

SECTION 1. The parties agree to be bound by the separate agreements and Declaration of Trusts establishing the *International Training Institute for the Sheet Metal and Air*

Conditioning Industry, and the National Energy Management Institute Committee, the Industry Fund of the United States, and the separate agreements and declarations of trusts of all other local or national programs in which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time, and hereby designate as their representatives on the board of trustees and trustees as are named together with any successors who may be appointed pursuant to said agreements.

The parties authorize the trustees of all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

SECTION 2. The Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry Twelve Cents (\$0.12) (see Appendix A) per hour for each hour worked by each journeyman and apprentice employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month, and shall be remitted as designated by the trustees of the fund, or for purposes of collection and transmittal through Sheet Metal Workers' National Benefit Funds.

SECTION 3. The Employer will contribute to the National Energy Management Institute Committee, a jointly administered trust fund, Three Cents (\$0.03) (see Appendix A) per hour for each hour worked by each journeyman and apprentice employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month, and shall be remitted as designated by the trustees of the fund, or for purposes of collection and transmittal through Sheet Metal Workers' National Benefit Funds.

SECTION 4. The Employers will contribute to the Sheet Metal Workers' International Association Scholarship Fund, a jointly administered trust fund, \$ N/A per hour for each hour worked by each journeyman and apprentice employee

of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month, and shall be remitted as designated by the trustees of the fund, or for the purposes of collection and transmittal through Sheet Metal Workers' National Benefit Funds.

SECTION 5. The Employers will contribute to the *Sheet Metal Occupational Health Institute Trust Two Cents (\$0.02)* (see Appendix A) per hour for each hour worked by each journeyman and apprentice employee of the Employer covered by this Agreement, until the Institute trustees determine that the trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the trustees of the trust, or for purposes of collection and transmittal through Sheet Metal Workers' National Benefit Funds.

ARTICLE 25

NATIONAL PENSION FUND

SECTION 1. The parties agree to be bound by the agreement and Declaration of Trust establishing the National Pension Fund for the Sheet Metal and Air Conditioning Industry, and amendments hereto as may be made from time to time, and hereby designate as their representatives on the board of trustees such trustees as are named together with any successors who may be appointed pursuant to said agreement. The Employer agrees to contribute to the Sheet Metal Workers' National Pension Fund according to terms and conditions of the Standard Form of Participation Agreement hereto and made part of this Agreement.

ARTICLE 26

SANITARY FACILITIES

SECTION 1. In all shops Employers shall provide toilets, heat, proper lighting, and fresh chilled drinking water. At all job locations the Employer shall provide fresh drinking water. Between April 1, and November 1, the water shall be chilled or iced. The Employer shall provide drinking

cups. Cups and water shall be on the job at least one-half hour after starting time.

ARTICLE 27

SHOP STEWARDS

SECTION 1. Shop stewards shall be appointed in the shops and on the jobs by the business manager or his representative.

SECTION 2. No shop steward may be discharged for the performance of his duties as a shop steward.

SECTION 3. It shall be the duty of the shop steward to investigate and report to the business manager or his representatives and the contractor's representative any violation of this Agreement or the Constitution and Ritual of the Sheet Metal Workers' International Association. Once the shop steward reports to the Union and the employer, his duty shall be completed.

SECTION 4. The shop steward shall be the last man laid off or transferred other than supervision, unless it is mutually agreed between the Employer and the Union.

SECTION 5. It shall be the responsibility of the shop steward to determine that the men have an adequate supply of personal tools, and the shop steward shall be responsible for the inspection of these tools.

SECTION 6. If the shop or job works then the shop steward on that job or in that shop will be afforded the opportunity to work the same hours as the working foreman.

SECTION 7. The shop steward shall be first on the list for overtime on a rotation basis, except in emergency, provided, however, that the shop steward is fully qualified for the particular type of overtime work to be performed.

SECTION 8. When shop stewards are appointed the Local Union shall notify the Employer in whose shop or on whose job the steward is to work. Notification shall be in writing, and upon such notification the Employer shall have five (5) working days to show cause why the individual

should not be appointed as shop steward. If sufficient cause is shown to the satisfaction of the Local, then another shop steward will be selected.

ARTICLE 28 SHIFT WORK

SECTION 1. Shift work may be initiated by the Employer, but once initiated must continue for a period of not less than one (1) week.

SECTION 2. When shift work becomes necessary the Employer shall notify the Local Union in writing of the starting and quitting times of all shifts forty-eight (48) hours in advance.

SECTION 3. When it becomes necessary for the employees to change shifts the Employer will attempt to make such changes over the weekend so that employees have sufficient time to become adjusted to their new hours.

SECTION 4. A thirty (30) minute lunch period shall be taken midway in the shift.

SECTION 5. When overtime is involved on a shift the overtime rate of pay shall be calculated from the regular base rate of pay and not the additional fifteen percent (15%).

SECTION 6.

- A. The regular work day shall be considered the first shift *and shall consist of eight and one-half (8 & 1/2) hours, eight (8) hours at the regular rate of pay and one-half (1/2) hour as unpaid lunch period.*
- B. *When two (2) shifts are required the second shift shall begin at the end of the first shift and shall consist of eight and one-half (8 & 1/2) hours, eight (8) hours at the regular rate of pay, plus fifteen percent (15%) and one-half (1/2) hour unpaid lunch period. This shall pertain to all employees working on the shifts.*
- C. *When three (3) shifts are required the first shift shall work eight (8) hours consisting of seven and one-half (7 & 1/2) hours for eight (8) hours pay at the regular*

rate and one-half (1/2) hour as unpaid lunch period. The second and third shift shall work eight (8) hours consisting of seven and one-half (7 & 1/2) hours, but shall be paid eight (8) hours pay at the regular rate, plus fifteen percent (15%) and one-half (1/2) hour unpaid lunch period. This shall pertain to all employees working on the shifts.

SECTION 7. Under no circumstances shall an overtime wage rate or premium greater than that specified in Section 6 be applied to shift work hours overlapping into a holiday or weekend from the prior day.

ARTICLE 29

FORTY HOUR FUND CONTRIBUTIONS

SECTION 1. Any member owning stock in any company that is in signed agreement with Local 100, that company shall pay fringe benefit contributions on each hour worked, but a minimum of forty (40) hours per week.

ARTICLE 30

SHOWUP PAY

SECTION 1. Sheet metal workers who report for work by direction of the Employer and are not placed at work, shall be entitled to two (2) hours pay at the established rate.

SECTION 2. Once an employee reports to work and works two (2) hours, and is sent home, he shall receive a minimum of four (4) hour's pay. If the employee works four (4) hours and is sent home he shall receive eight (8) hour's pay.

SECTION 3. Sections 1 and 2 of this Article shall not apply under conditions over which the Employer has no control.

ARTICLE 31

SAFETY

SECTION 1. The Employer and the employee must abide by the safety regulations in the area where they are working.

SECTION 2. Hard hats will be worn on all jobs. Each individual will be responsible for his hard hat.

SECTION 3. Inasmuch as the foreman represents the Employer in assigning work, it shall be the responsibility of the job foreman to see that safety regulations are complied with.

SECTION 4. If an Employer is cited for a violation by OSHA or any other governmental authority pertaining to an employee who has violated safety regulations over which he has control, then the violation will be immediately reported by the shop steward, foreman or Employer to Local Union 100 for disciplinary action.

If the employee is found guilty by the Local Union for violating safety regulations for which he had control over, the Local Union may fine said employee the amount of the fine the Employer was assessed. This shall be paid to the Apprentice Trust Fund to be used for safety education.

SECTION 5. If an Employer is found to be in violation by OSHA or any other governmental authority pertaining to safety regulations over which the Employer has control, the Employer will immediately correct the violation.

SECTION 6. The Employer must provide adequate exhaust systems in shops.

ARTICLE 32

OVERTIME WORK ASSIGNMENT

SECTION 1. It is agreed that all work performed outside of the established regular working hours and the regular work week and on holidays shall be performed only upon notification by the Employer to the Local Union in advance of scheduling such work. When an emergency overtime exists on the job or in the shop outside of the business office hours of Local Union No. 100, then this emergency shall be reported to Local Union No. 100's office at the next regular business day of Local Union No. 100.

SECTION 2. Preference to overtime and holiday work shall be given to the sheet metal workers on the job and in the

shop on a rotating basis so as to equalize the work as nearly as possible. No one shall be sent to a job or shop where overtime is being performed unless all workmen on that job have first been offered the overtime. Rotation of overtime will last throughout the job, and new personnel sent to the job shall be added to the bottom of the rotation list.

SECTION 3. Should overtime be required for longer than eight (8) hours, the rate of pay shall continue at the overtime rate even though the overtime may extend into regular hours.

SECTION 4. It shall be the responsibility of the shop and job foremen to inform the shop steward of all overtime, and provide him with all necessary information needed to maintain the overtime list. It shall be the responsibility of the foreman, or person assigning the overtime to report said overtime to the Local Union 100 business office. The foreman shall provide the business office with a complete list of all persons working overtime.

SECTION 5. Employees must work forty (40) hours of regular, straight time during the regular workweek to be paid at the overtime rate. Apprentices attending Day School will count as hours worked. When a holiday occurs during the week, this will also count as hours worked. All work performed on Sundays and holidays will be at two (2) times the hourly rate.

ARTICLE 33 BALANCING

SECTION 1. Testing and/or balancing of all air handling equipment and ductwork shall be the work of journeymen sheet metal workers and registered apprentices. Journeymen sheet metal workers or registered apprentices must sign and bear their signature and membership number on balancing reports. Journeymen sheet metal workers or registered apprentices may consult an engineer when necessary.

ARTICLE 34

WORK PRESERVATION

SECTION 1. In accordance with Resolution No. 78 adopted September 3, 1982, at the Sheet Metal Workers' International Association's General Convention, the business manager or his representatives may grant any concessions necessary to provide increased work opportunities for building trade journeymen and apprentices.

SECTION 2. The business manager or his representatives may adopt various addenda, specialty agreements, including additional flexible working conditions, to preserve and recapture our work jurisdiction for the membership and the Employers.

SECTION 3. All concessions shall be in writing and may not be rescinded for the duration of the job. All concessions shall be applied equally to all Employers in signed agreement with Local 100.

SECTION 4. A record of the concessions shall be maintained in Local 100's area offices. Once a concession is granted by the union all area contractors will be entitled to such concession.

ARTICLE 35

RULE OF AGE

SECTION 1. It is agreed that every fifth man employed by each Employer shall be fifty (50) years of age or older, if available.

ARTICLE 36

SKETCHING AND DRAFTING

SECTION 1. All shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches shall be drawn by journeymen sheet metal workers and registered apprentices, and bear their signature and membership number.

SECTION 2. Where the Employer has control, computer

aided blanks, drawings or sketches provided by architects or engineers that can be electronically converted to company shop standards, must be performed by sheet metal journeymen and apprentices. These computer-aided drawings will be acceptable for fabrication and installation.

SECTION 3. The business office may forbid employees from working from drawings or sketches not in accordance with the above Sections.

ARTICLE 37

TWO HOUR SHUTDOWN FOR ELECTION

SECTION 1. All jobs and shops shall shutdown two (2) hours before quitting time on the day of the General Election of Local 100 so that the men can vote. All members voting must be paid for these two (2) hours. All men failing to vote shall be docked for two (2) hours. The Local Union is to furnish to the Employer a list of the members who fail to vote.

ARTICLE 38

COMPANY SHED OR BOX

SECTION 1. The Employer shall provide a box with a lock for both the Employer's and mechanic's tools on any job large enough to require the storage of tools and equipment overnight.

SECTION 2. Between October 1, and April 1, the Employer will provide a heated place on all jobs requiring ten (10) employees or more.

ARTICLE 39

CHANGE IN ASSIGNMENT OF WORK

SECTION 1. The Union shall have the right to remove employees from a job or shop if the Employer changes any assignment of work, which the Employer had originally assigned to the sheet metal workers.

ARTICLE 40 PICKET LINES

SECTION 1. It shall not be a violation of the Agreement by the Union and it shall not be a cause for discharge or disciplinary action, if an employee covered by this Agreement refuses to cross a picket line.

ARTICLE 41 REPORTING JOB AND LOCATION

SECTION 1. The Employer shall submit to the Union office a work form for all jobs over Fifteen Thousand Dollars (\$15,000) (except air balance contracts, Employers must report on all air balance contracts regardless of contract price) covered by this Agreement. This form shall be furnished by the Union and shall be combined with the work assignment form (Article 3) and contain the following information:

1. Name of Job
2. Location of Job
3. Approximate Starting Date
4. Approximate Man-hours
5. General Contractor
6. Mechanical Contractor

SECTION 2. Upon request the Employer will provide all necessary information to establish Davis-Bacon wage scales.

ARTICLE 42 TEMPORARY OPERATION OF FAN EQUIPMENT

SECTION 1. Operation of fan equipment for maintenance of temporary heat, ventilation, air conditioning, or any air-handling equipment shall be performed by journey-men sheet metal workers.

SECTION 2. Operation of such equipment shall be at straight time for all shifts.

SECTION 3. When temporary operation is required during other than regular hours sheet metal journeymen will not be required, if the owner or general contractor states in writing that no servicing or adjusting of any kind will be made to the fan equipment, and no other building trade unions shall operate the fan equipment.

SECTION 4. The Employer shall afford the employee the opportunity to complete the forty (40) hour workweek should the fan watch be interrupted.

SECTION 5. Boiler watch will not be considered as part of the fan watch for purposes of enforcement of this Article, as long as there is no violation of Sections 1 and 3 above.

ARTICLE 43 DUAL SHOPS

SECTION 1. The Employer agrees that no evasion of the terms, requirements and provisions of this Agreement will take place by the setting up of another business to do work covered by this Agreement, or in any other way attempt to or actually evade or nullify responsibility hereunder. If and when the employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer through its officers, directors, partners, or stockholders, exercises either directly or indirectly control of labor policies of such other entity, the terms and conditions of this Agreement shall be applicable to all such work. The Employer, directly or through its officers, directors, partners, or stockholders, shall not contribute to or invest in any business entity which performs work covered by this Agreement, but which does not comply with the terms of this Agreement, provided, however, that this provision shall not apply to the ownership of corporate stock traded on any recognized stock exchange, or in an established over-the-counter market, and which does not consti-

tute more than ten percent (10%) of the outstanding equity of such business entity.

ARTICLE 44 EMPLOYER AGENTS

SECTION 1. The Employer agrees that they will not instruct any Union member on behalf of the Employer to violate any terms and conditions of this Agreement.

ARTICLE 45 SUBCONTRACTING AND FABRICATION

SECTION 1. When a contractor is awarded a job in the territorial jurisdiction of Local 100, fabrication must be performed within the territorial jurisdiction of Local 100 with the following exceptions:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installation and light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double wall panel plenums
12. Angle rings

It is further agreed that the foregoing list is not all-inclusive, and that other items may be added to this list during the pendency of this Agreement if mutually agreed to by the Joint Labor Committee.

SECTION 2. In the event it is found that such sketching and/or fabrication is being performed elsewhere, Local 100

shall, in addition to any other rights including any grievance proceedings, have the right to refuse to furnish apprentices and/or specialty workers to the Employer involved.

ARTICLE 46 EXPLOSIVE EQUIPMENT

SECTION 1. Only members that have received Special Training in Safety will be permitted to use explosive equipment.

ARTICLE 47 WORKERS' COMPENSATION INSURANCE AND INJURY

SECTION 1. Employers are required to carry Workers' Compensation Insurance as required in the jurisdiction in which the men work. The only Employer obligation is that which is required by the laws in that jurisdiction.

SECTION 2. The Employer further agrees that an injured employee shall be allowed sufficient time off to obtain medical assistance. If the employee returns to work before the established quitting time on the day such assistance was obtained, he shall be paid wages for the full day.

SECTION 3. Employers agree to provide certificates of insurance to substantiate that the insurance provided for herein has been obtained and continues to be in force during the term of this Agreement. Employers further authorize the Sheet Metal Workers' Local No. 100 to take such action as it may desire from time to time to ensure that such insurance continues to be in effect as required by the terms of this Agreement.

SECTION 4. Any employee who is injured on the job must report his injury to his Employer, or duly designated representative of the Employer, in writing, if possible, within twenty-four (24) hours after the injured employee received treatment. Failure of the employee to make such a re-

port within twenty-four (24) hours shall be reported by the Employer to the business office of the Local Union.

SECTION 5. For the purpose of employees reporting injuries as provided for herein, the Employer agrees to provide an appropriate report form on all jobs and in the shops.

ARTICLE 48

MUTUAL COOPERATION IN OBTAINING SHEET METAL WORK

SECTION 1. The Employer will make every effort to bid all work, which is under the jurisdiction claimed by the Sheet Metal Workers' International Association on all projects.

SECTION 2. The Employer will assist the Local Union in all efforts to have architects and engineers include all sheet metal work in the roofing and/or sheet metal sections of job specifications.

SECTION 3. It is agreed that the Contractors' Association and the Union will continue to negotiate this Agreement while it is in effect in an effort to recover work for the union sheet metal contractor and the union sheet metal worker that has been lost to the non-union sheet metal contractors and other trades.

ARTICLE 49

TAX COMPUTATION

SECTION 1. For the purpose of computing federal or state withholding taxes and Federal Old Age Benefits taxes, the hourly wage rate for journeymen sheet metal workers and apprentices shall be the hourly wage rate set forth in this Agreement.

SECTION 2. The Employer agrees to withhold and pay state income tax in the states of Maryland, Virginia, West Virginia and the District of Columbia as designated by the employee.

ARTICLE 50

SPECIALTY SHEET METAL WORK

SECTION 1. This Article covers the rates of pay, rules and working conditions of all those employees of the Employer hereinafter referred to as "specialty sheet metal mechanics," performing sheet metal work as described in Section 2.

SECTION 2.

A. Specialty sheet metal work is defined as the erection, installation, repairing, replacing, handling, and servicing of residential heating and air conditioning systems regardless of energy source, and the architectural sheet metal work (metal siding, storm windows, gutters, leaders, exhaust hoods, remodeling, low voltage electricity, all types of slate, tile, asbestos shingle, asphalt roofing, waterproofing, etc.) on single family homes and garden or walk-up apartment buildings not exceeding two and one-half (2 & 1/2) floors, and where individual apartments are air conditioned by a separate and independent unit or system.

B. Specialty work may be any work mutually agreed upon between the Employer and the Union.

SECTION 3. Shop fabrication of work under Section 2 of this Article shall be done at building trade rates and fringes, unless otherwise agreed upon.

SECTION 4. The minimum hourly rates and fringe benefits for specialty sheet metal workers shall be determined in this Addendum of this Agreement (*see Addendum*).

SECTION 5. For the purpose of providing work for union members and making the employer competitive on certain types of other projects, the Union may specify items of work to be performed by specialty sheet metal workers at a job site or in the shop on a job by job basis. Such specific items of work may be revised from time to time at the Union's discretion.

SECTION 6. It is agreed that no specialty sheet metal worker now working for an Employer will suffer a reduction

in wages due to being accepted into Local 100's building trade apprenticeship program.

SECTION 7. All specialty sheet metal workers shall become and remain members of the Union within sixty (60) days after employment. All specialty sheet metal workers must file applications with the Union at the Union Office before reporting to work.

ARTICLE 51 AGREEMENT FOR VOLUNTARY RECOGNITION

SECTION 1. This Agreement for Voluntary Recognition is made and entered into this 1st day of July 1990, by and between Sheet Metal Workers' Local union No. 100 (hereinafter referred to as "Union"), and the Sheet Metal Contractors Association of the District of Columbia, Inc., or any other contractor or association signed to this Agreement (hereinafter referred to as "Employer").

SECTION 2. The Employer hereby acknowledges that the Union has established, to its satisfaction, that a majority of its employees have authorized the Union to represent them in collective bargaining. The Union has unequivocally demanded recognition as the employees' Section 9(a) representative, and the Employer extends recognition to the Union as the Section 9(a) representative of its employees.

SECTION 3. The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors as the exclusive collective bargaining agent for all employees performing sheet metal work within the jurisdiction of the Union on all present and future job sites.

ARTICLE 52 SAVINGS CLAUSE

SECTION 1. Inasmuch as this Agreement is subject to any and all governmental laws, rules and regulations, any provision of this Agreement adjudged to be unlawful by a court of

competent jurisdiction shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue in full force and effect as provided herein.

ARTICLE 53 EFFECTIVE DATE AND TERMINATION OF CONTRACT

SECTION 1. This Agreement and Addendum or Addenda attached hereto shall become effective on the 1st day of JULY 2003, and remain in full force and effect until the 30th day of JUNE 2006, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party.

SECTION 2. Notwithstanding any other provisions of this Article, or any other article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the National Joint Labor Relations Adjustment Committee, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter for the sole and only purpose of attempting to negotiate such amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

In witness whereof, the parties hereto affix their signatures and seal this 1ST day of JULY 2003.

**SHEET METAL WORKERS' LOCAL 100,
WASHINGTON, D.C. AREA**

BY: ROBERT A. WALTER

**SHEET METAL CONTRACTORS ASSOCIATION
OF D.C., INC.**

BY: JIMMIE ROBERTS, JR.

COMPANY NAME

COMPANY ADDRESS

CITY, STATE & ZIP CODE

COMPANY PHONE NUMBER

BY: _____
SIGNATURE & TITLE OF AUTHORIZED
COMPANY REPRESENTATIVE
SHEET METAL WORKERS' LOCAL UNION NO. 100

BY: _____
SIGNATURE & TITLE OF AUTHORIZED
UNION REPRESENTATIVE

EFFECTIVE DATE: _____
TERMINATION DATE: JUNE 30, 2006

WASHINGTON, D.C. AREA ADDENDUM

PARAGRAPH NO. 1 JURISDICTIONAL AREA

The jurisdictional area of this Addendum shall be as follows: District of Columbia; Virginia Counties of Arlington, Clarke, Culpeper, Fairfax, Fauquier, Frederick, Loudoun, Louisa, Page, Prince William, Rappahannock, Rockingham, Shenandoah, Spotsylvania, Stafford, and Warren; Maryland Counties of Calvert, Charles, Montgomery, Prince George's, and Saint Mary's.

PARAGRAPH NO. 2 WAGE RATES

JOURNEYMEN (BUILDING TRADE)

7/1/03 THROUGH 6/30/04 (SEE PAGE 55)

7/1/04 THROUGH 6/30/05 (SEE PAGE 55)

7/1/05 THROUGH 6/30/06 (SEE PAGE 55)

SPECIALTY SHEET METAL WORKERS

7/1/03 THROUGH 6/30/06 (SEE PAGE 65)

APPRENTICES (BASED ON PERCENTAGE OF JOURNEYMAN'S BASE WAGE RATE PLUS CENTS PER HOUR IN LIEU OF 1ST YEAR PENSION FUND CONTRIBUTION FOR 1ST THROUGH 3RD YEAR APPRENTICES.)

7/1/03 THROUGH 6/30/06

1st Year - 1st Half 40% + CENTS PER HOUR IN LIEU OF PENSION (SEE PAGE 59)

- 2nd Half 45% + CENTS PER HOUR IN LIEU OF PENSION (SEE PAGE 59)

- 2nd Year - 1st Half 50% + CENTS PER HOUR IN LIEU OF PENSION (SEE PAGE 59)
- 2nd Half 55% + CENTS PER HOUR IN LIEU OF PENSION (SEE PAGE 59)
- 3rd Year - 1st Half 60% + CENTS PER HOUR IN LIEU OF PENSION (SEE PAGE 59)
- 2nd Half 65% + CENTS PER HOUR IN LIEU OF PENSION (SEE PAGE 59)
- 4th Year - 1st Half 70% \$ (SEE PAGE 59)
- 2nd Half 75% \$ (SEE PAGE 59)

SECTION 1. Employees must work forty (40) hours of regular, straight time during the regular workweek to be paid at the overtime rate. Apprentices attending Day School will count as hours worked. When a holiday occurs during the week this will also count as hours worked. All work performed on Sundays and holidays will be at two (2) times the hourly rate.

PARAGRAPH NO. 3 FOREMEN

SECTION 1. Any contractor employing ten (10) or more men, shall designate one (1) journeyman sheet metal worker as general superintendent, whose rate of pay will be Two Dollars (\$2.00) per hour above the base rate.

SECTION 2. *It is further agreed that Employers shall designate foremen to supervise work in the shop and field as follows:* On each job requiring three (3) men, one (1) man shall be designated foreman and shall receive Fifty Cents (\$0.50) per hour above the established scale. On each job requiring four (4) to eleven (11) men, one (1) man shall be designated foreman and shall receive One Dollar (\$1.00) per hour above scale. On each job requiring twelve (12) men or more, one (1) man shall be designated foreman and shall receive Two Dollars (\$2.00) per hour above scale. On each job requiring twenty (20) men or more, for each additional ten (10) men over twenty (20), the contractor shall designate a sub-foreman who shall receive Fifty Cents (\$0.50) per hour

above scale. Increases for foremen and sub-foremen shall begin at the start of the first payroll period following assignment of men to a given job.

PARAGRAPH NO. 4 PAYMENT OF WAGES

SECTION 1. Weekly wages shall be paid in cash or checks. Wages paid in cash shall be paid on Friday of each week before the established quitting time. Wages paid by check shall be paid on Thursday of each week before the established quitting time. Where checks are used the Employer shall provide facilities for cashing checks without cost to the employee.

SECTION 2. Wages shall be accompanied by a pay slip containing all hours worked and payroll deductions.

SECTION 3. When a holiday falls on Thursday or Friday, the preceding workday will be considered payday.

SECTION 4. The day before Thanksgiving will be considered a payday.

SECTION 5. The Union may withdraw all members from the Employer's employment if the Employer fails to pay wages before the established quitting time on the established payday. Before these members may return to work they must be paid eight (8) hours wages for a period of six (6) days or until they receive their regular wages due them. If the Union does not withdraw the members from the Employer's employment, the Employer must still pay eight (8) hours pay for six (6) days or until members receive their regular wages. The Employer shall pay for all expenses incurred by the Union or the member resulting from the Employer's failure to pay on time, including, but not limited to attorney's fees, accounting fees and court costs. The Union will take into consideration circumstances beyond the Employer's control.

SECTION 6. Direct deposit shall be permitted at the contractor's option.

PARAGRAPH NO. 5

LAY OFF

SECTION 1. Whenever an employee is laid off or fired he must be paid in full all monies owed, and must be given a lay off slip, attached form to be used.

Lay Off Procedure Form

It is agreed that upon termination of employment the Employer will give written notification to the employee stating the reason for termination. The termination slip shall be given to the employee with his wages.

TERMINATION OF EMPLOYMENT

This is notification of termination of employment by this Employer:

Last Name _____ First _____ Middle Initial _____

Address _____ City _____ State _____

REASON FOR TERMINATION

<input type="checkbox"/> Voluntary Quit	<input type="checkbox"/> Failure to report
<input type="checkbox"/> Insubordination	<input type="checkbox"/> Reduction in Force
<input type="checkbox"/> Frequent loss of time	<input type="checkbox"/> Lack of production
<input type="checkbox"/> Injury or sickness	<input type="checkbox"/> Other (explain) _____

Employer _____ By _____ Date _____

SECTION 2. The Employer agrees to notify the Union twenty-four (24) hours in advance prior to reduction in force.

SECTION 3. Once a member reports to work and is laid off due to a reduction in force, he must be given the opportunity to complete the days work or be paid for eight (8) hours. When terminated a man must be allowed one-half (1/2) hour to pick up tools.

SECTION 4. Any employee terminated for disciplinary action must be paid in full for hours worked, plus one-half (1/2) hour to allow him to collect his personal tools.

PARAGRAPH NO. 6
HEALTH BENEFIT FUND, PENSION FUND,
VACATION FUND, SHEET METAL WORKERS'
LOCAL 100 401(k) FUND

SECTION 1. The Employer and the Union jointly agree to maintain and operate through trustees four (4) separate and distinct trust funds; a health benefit trust fund, a pension trust fund, a vacation trust fund, and Sheet Metal Workers' Local 100 401(k) Fund.

SECTION 2. The prescribed method and amounts of payments shall be made in accordance with the rules and regulations set forth elsewhere in this Agreement. The set amounts shall be paid to the trustees of the appropriate trust funds.

SECTION 3. The Employers and the Union shall each designate six (6) trustees to administer and control these four (4) funds and each fund shall be a separate and distinct trust fund complying in all respects with Section 302 of the Labor-Management Relations Act and the Employee Retirement Income Security Act of 1974.

SECTION 4. The responsibility of each individual Employer is to make the required contributions to each trust fund in a timely manner as required by this Agreement and the trust documents. No individual Employer shall bear any responsibility for the payment of benefits from the trust funds to the beneficiaries thereof, except as otherwise required by law. Both the Employer and the Union have executed and they agree to maintain in effect written trust Agreements for the above-described trust funds.

PARAGRAPH NO. 7
HEALTH BENEFIT FUND

SECTION 1. The Employer shall contribute to the Health Benefit Fund the amounts set forth herein for the periods indicated.

SECTION 2. Payments shall be made on all hours

worked by each journeyman, specialty worker and apprentice covered by this Agreement.

SECTION 3. The contribution rate per hour may be changed by Article 22, in which event the Agreement shall be amended and all parties notified.

SECTION 4. Payments shall be made to the fund trustees in accordance with the Declaration of Trust, this Agreement and Paragraph No. 11 of this Addendum.

☐ Journeymen and Apprentices for the duration of this agreement (See page 56 & 62)

☐ Specialty Workers for the duration of this agreement (See page 65)

SECTION 5. The Health Benefit Fund shall pay the Employer's portion of the payment required by the Federal Insurance Contribution Act attributable to the weekly income benefits payable upon disability.

PARAGRAPH NO. 8 PENSION TRUST FUND

SECTION 1. The Employer shall contribute to the Pension trust fund the amounts set forth herein for the period indicated.

SECTION 2. Payments shall be made on all hours worked by each journeyman and second through fourth year apprentice covered by this Agreement.

SECTION 3. The contribution rate per hour may be changed by Article 22, in which event the Agreement shall be amended and all parties notified.

SECTION 4. Payments shall be made to the fund trustees in accordance with the Declaration of Trust, this Agreement and Paragraph No. 11 of this Addendum.

☐ Journeymen and Apprentices for the duration of this agreement (See page 56 & 62)

PARAGRAPH NO. 8(a)
SHEET METAL WORKERS'
LOCAL 100 401(k) FUND

SECTION 1. The Employer shall contribute to the Sheet Metal Workers' Local 100 401(k) Fund the amounts set forth herein for the period indicated.

SECTION 2. Payments shall be made on all hours worked by each journeyman and apprentice covered by this Agreement.

SECTION 3. The contribution rate per hour may be changed by Article 22, in which event the Agreement shall be amended and all parties notified.

SECTION 4. Payments shall be made to the fund trustees in accordance with the Declaration of Trust, this Agreement and Paragraph No. 11 of this Addendum.

☐ Journeymen and Apprentices for the duration of this agreement (See page 56 & 62)

PARAGRAPH NO. 9
APPRENTICE FUND CONTRIBUTION

SECTION 1. The Employer shall contribute to the Apprentice Trust Fund the amounts set forth herein for the period indicated.

SECTION 2. The contribution rate per hour may be changed by Article 22, in which event the Agreement shall be amended and all parties notified.

SECTION 3. Payments shall be made to the fund trustees in accordance with the Declaration of Trust, this Agreement and Paragraph No. 11 of this Addendum.

☐ Journeymen and Apprentices for the duration of this agreement (See page 56 & 62)

PARAGRAPH NO. 10
VACATION TRUST FUND

SECTION 1. The Employers agree to withhold from the hourly wage rate of journeymen sheet metal workers and ap-

prentices the amounts set forth below, except as may be changed by Article 22, in which event the Agreement shall be amended and all parties notified. Payment shall be made to the trustees of the Vacation Fund.

☐ Journeymen, 3rd and 4th year Apprentices for the duration of this agreement (See page 58 & 64)

☐ 1st and 2nd year Apprentices for the duration of this agreement (See page 64)

SECTION 2. The Employers agree that if a member executes an individual voluntary deduction authorization card for political purposes, in form agreed to by the parties, that Four Cents (\$0.04) per hour, or such other amount as the member specified in his written authorization shall be deducted by the fund from his vacation pay as follows:

Two Cents (\$0.02) per hour to Sheet Metal Workers' International Association Political Action League(PAL);

Two Cents (\$0.02) per hour to Sheet Metal Workers' Local 100 Political Action Committee (100 PAC)

Such voluntary deduction authorization cards are to be provided by the Vacation Fund and when signed by the member, the member shall submit his signed card to the Vacation Fund.

SECTION 3. In accordance with the provision of Article 16 of this Agreement, Ten Cents (\$0.10) per hour for Local 100's organizing assessment and Five Cents (\$0.05) per hour for Local 100's apprentice organizing shall be deducted from the pay of every journeyman, apprentice and specialty worker and remitted along with the deductions for the vacation fund.

PARAGRAPH NO. 11 PAYMENT OF FUNDS

SECTION 1. Payment shall be made by Employers to the trustees of the negotiated funds by the twentieth (20th) day of the month following the month during which the vacation monies were withheld or the work was performed. It

is understood and agreed that if an Employer fails to pay any contributions or deductions provided for in this Agreement by the twentieth (20th) day of the month, such Employer shall be considered to be in default and the Union may withdraw members from the Employer's employment and before these members return to work, they must be paid for all time lost, all past due contributions must be brought up to date, and all expenses incurred by the Union and/or trustees of said fund resulting from the Employer's failure to make such contributions, including, but not limited to, reasonable attorney's fees, accounting fees, cost of attachment bonds, and court cost must also be paid. It shall be mandatory that the business manager withdraw members from the Employer's employment when said Employer becomes sixty (60) days delinquent past the twentieth (20th) of the month in which funds were due.

SECTION 2. In addition, such defaulting Employer shall be required to post a bond and/or personal indemnification to ensure the payment of wages, contributions and deductions, said bond and/or personal indemnification to be equal to the maximum sum of deductions and contributions paid by said Employer during any sixty (60) day period within the past twelve (12) months, and after such default, such Employer may also be required to file records and make payments to the trustees of the negotiated funds on a weekly basis during the remainder of the term of this Agreement. Such payments must be forwarded to the trustees not later than Wednesday of the week following the week during which such funds were withheld.

SECTION 3. For failure to file a report on the due date the sum of \$150 shall be due to the negotiated funds. If a report has not yet been filed by the end of the month in which it is due, an additional \$150 shall be due, and if a report has not been filed by the fifteenth (15th) day of the month following the month in which it was due an additional \$300 shall be due. The trustees of the negotiated funds are authorized to increase these amounts by \$250, \$250, \$250 re-

spectively (or any amount in between), upon notice to the Employers and the Union.

SECTION 4. The provisions described herein are in addition to any and all other rights that the trustees and the Union have to collect contributions due and owing the funds.

SECTION 5. It shall be mandatory that the trust funds periodically audit all Employers to make sure that the proper hours are being reported and all of the fringes are being paid per the contract. In the event the Employers are audited and the audit shows no discrepancies, the cost of the audit shall be borne by the trust funds. However, should there be a flagrant discrepancy, all or part of the cost for the audit shall be borne by the Employer as may be decided by the trustees and the auditor.

SECTION 6. If the Employer fails to make payments on the due date a finance charge shall be added to the amounts due. Such finance charge shall be one percent (1%) per month, but no less than the prime rate of interest as determined by the Chase Manhattan Bank, New York, New York. For such purposes the prime rate on January 1, and July 1, of each year shall be the effective rate for the six months following such dates, the first such date being July 1, 1984.

SECTION 7. When the Employer is in default, in addition to the amounts described in Sections 1 through 6, the Employer shall pay all expenses incurred by the Union and/or trustees of the funds to collect contributions, deductions, interest, liquidated damages, and attorney's fees.

SECTION 8. This paragraph pertains to all funds including health, pension 401(k), apprentice, vacation, International Training Institute (ITI), Sheet Metal Occupational Health Institute Trust (SMOHIT), National Energy Management Institute (NEMI), organizing assessment, apprentice organizing and any funds added to this collective bargaining agreement.

PARAGRAPH NO. 12

DUES CHECKOFF

SECTION 1. Building Trade Journeyman and Apprentices. *In accordance with Article 16 (Dues Checkoff), the Employer agrees to deduct from the wages of each employee covered by this Agreement who signed said authorization the amounts established by the union membership in the future.*

SECTION 2. Specialty Sheet Metal Workers. Upon receipt of a signed individual authorization (see Article 16, Dues Checkoff) from any employee covered under this Agreement, the Employer shall withhold from such employee's earnings payment for union dues, and other obligations under the terms and conditions specified in the individual's authorization. Deductions shall be made from the first pay of each month of said employee, and promptly remitted to the financial secretary of the Union together with a list of names of the employees to whom said monies are to be credited. Should any employee have no earning due him on the first payday of any month, deductions shall be made from the next succeeding pay of employee.

SECTION 3. Should the amounts of the checkoff change, the Agreement shall be amended and all parties notified thereof.

PARAGRAPH NO. 13

WORK JURISDICTIONS WITHIN LOCAL UNION 100 AREA

SECTION 1. When the Employer has any work to be performed outside of the area covered by this Addendum and within the area of Local 100 covered by another agreement or addendum, the Employer may send only building trade members, apprentices and specialty workers of Local 100 to perform any work in such area.

SECTION 2. Journeymen sheet metal workers, apprentices and specialty workers covered by this Addendum who are sent outside of the area covered by this Agreement or Addendum, shall be paid the highest total wage package of

the agreements or addenda. The term "total wage package" shall include the value of all hourly contractual costs.

SECTION 3. Apprentices shall not be sent to any area that would cause them to miss school.

PARAGRAPH NO. 14 APPRENTICE RATIO

SECTION 1. All shops hiring less than twelve (12) journeymen shall hire apprentices on a one (1) to three (3) basis.

PARAGRAPH NO. 15 PAYMENT OF DUES CHECKOFF AND ASSESSMENT

SECTION 1. The Employer will pay directly to the Sheet Metal Workers' Local Union 100 General Fund Office (Dues Office) all dues checkoff monies on all journeymen, apprentices and specialty workers working in the jurisdiction of Local 100, under this Addendum or another agreement or addenda of Local 100.

PARAGRAPH NO. 16 SPECIAL CONCESSION

SECTION 1. The Employer may employ specialty workers at a ratio of one (1) specialty worker to two (2) Washington Area building trade journeymen on a company wide basis, provided that fabrication is done by the Employer within the jurisdiction of Local No. 100.

SECTION 2. Section 1 of this Paragraph does not apply on jobs designated by the Union as non-concession jobs.

PARAGRAPH NO. 17 BONDING LANGUAGE - ALL CONTRACTORS

SECTION 1. Effective July 1, 2003, all Contractors signatory to this agreement will be required to post a bond equivalent to the fringe benefit package for a sixty (60) day period. The Local Union shall establish this amount. On an annual basis the Contractor will be required to increase the

amount of the bond if their workforce has increased. Any contractor not posting a bond shall be required to pay benefits on a weekly basis.

PARAGRAPH 18

REQUIREMENTS TO BECOME A SIGNATORY CONTRACTOR

SECTION 1. To be considered a union contractor the Employer must have executed an agreement with Local 100 or an acceptance of the Agreement, or be covered by this Agreement by virtue of membership in the Sheet Metal Contractors Association of D.C., Inc. Before the Union will enter into an agreement with any Employer, it shall be the responsibility of the Employer to:

- Notify Local 100 as to the principal officers of their company.
- Supply Local 100 with the company's articles of incorporation.
- Notify the Union of the company's intention to open and operate a sheet metal shop and to engage in the business as a sheet metal contractor.
- Have an established and permanent business address or location.
- Have sufficient tools and equipment to comply with Article I of the Standard Form of Union Agreement.
- Give employment to no less than one (1) journeyman sheet metal worker.
- Submit evidence, in the form of a certificate of insurance, verifying that workers' compensation insurance has been obtained and continues to be in force.
- Make payments for unemployment taxes to the appropriate agency in Maryland, Virginia, West Virginia and the District of Columbia.
- Post a bond in accordance with Paragraph 17.

A new Employer otherwise qualifying as a union shop will agree that all matters pertaining to apprentices, including, but not limited to their employment, wages, transfer, working conditions, etc., will be governed by the Joint Apprenticeship Committee.

APPENDIX A

**WASHINGTON AREA
JOURNEYMAN TOTAL PACKAGE**

7/1/03 through 12/31/03	\$35.94 per hour
1/1/04 through 6/30/04	\$36.69 per hour
7/1/04 through 6/30/05	\$38.19 per hour
7/1/05 through 6/30/06	\$39.69 per hour

**WASHINGTON AREA
JOURNEYMAN BASE WAGE RATE***

7/1/03 through 12/31/03	\$27.13 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

***AMOUNTS MAY CHANGE IN ACCORDANCE WITH
ARTICLE 22.**

**WASHINGTON AREA
JOURNEYMAN FRINGE BENEFITS***

HEALTH FUND

7/1/03 through 12/31/03	\$4.26 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

PENSION FUND

7/1/03 through 12/31/03	\$3.50 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

SMW LOCAL 100 401(k) FUND

7/1/03 through 12/31/03	\$0.50 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

APPRENTICE FUND

7/1/03 through 12/31/03	\$0.38 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

INTERNATIONAL TRAINING INSTITUTE FUND

7/1/03 through 12/31/03	\$0.12 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

**NATIONAL ENERGY MANAGEMENT
INSTITUTE (NEMI)**

7/1/03 through 12/31/03	\$0.03 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

**SHEET METAL OCCUPATIONAL HEALTH
INSTITUTE TRUST (SMOHIT)**

7/1/03 through 12/31/03	\$0.02 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

***AMOUNTS MAY CHANGE IN ACCORDANCE WITH
ARTICLE 22.**

**WASHINGTON AREA JOURNEYMAN
WAGE DEDUCTIONS*
VACATION/POLITICAL ACTION LEAGUE
(PAL), APPRENTICE ORGANIZING AND
ORGANIZING ASSESSMENT**

7/1/03 through 12/31/03	\$0.90 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

***AMOUNTS MAY CHANGE IN ACCORDANCE WITH
ARTICLE 22. -**

**WASHINGTON AREA
APPRENTICE WAGE RATES
(BASED ON A PERCENTAGE OF THE
JOURNEYMAN'S BASE WAGE RATE)**

1st year apprentices do not have a pension fund contribution. 2nd through 4th year apprentices currently have a \$3.50 pension fund contribution. In lieu of the pension fund contribution for 1st year apprentices, the contribution rate will be divided up as a wage increase to 1st, 2nd and 3rd year apprentices as follows: 1st year apprentices \$1.70, 2nd year apprentices \$1.05, 3rd year apprentices \$0.75. Any future increases to the pension fund will be divided up among the apprentices.

7/1/03 through 12/31/03 (PERCENTAGE OF \$27.13)

<u>Apprentice Year</u>	<u>%</u>	<u>Plus Increase Explained Above</u>	<u>Hourly Rate</u>
1st year - 1st half	40%	\$1.70	\$12.55
- 2nd half	45%	\$1.70	\$13.91
2nd year - 1st half	50%	\$1.05	\$14.62
- 2nd half	55%	\$1.05	\$15.97
3rd year - 1st half	60%	\$0.75	\$17.03
- 2nd half	65%	\$0.75	\$18.38
4th year - 1st half	70%	N/A	\$18.99
- 2nd half	75%	N/A	\$20.35

**WASHINGTON AREA
APPRENTICE WAGE RATES(CONTINUED)**

**1/1/04 through 6/30/04 (PERCENTAGE OF AMOUNT
TO BE DETERMINED PER ARTICLE 22)**

<u>Apprentice Year</u>	<u>%</u>	<u>Plus Increase Explained Above</u>	<u>Per Hour Rate</u>
1st year - 1st half	40%	\$ to be determined/art. 22	
- 2nd half	45%	\$ to be determined/art. 22	
2nd year - 1st half	50%	\$ to be determined/art. 22	
- 2nd half	55%	\$ to be determined/art. 22	
3rd year - 1st half	60%	\$ to be determined/art. 22	
- 2nd half	65%	\$ to be determined/art. 22	
4th year - 1st half	70%	\$ to be determined/art. 22	
- 2nd half	75%	\$ to be determined/art. 22	

**7/1/04 through 6/30/05 (PERCENTAGE OF AMOUNT
TO BE DETERMINED PER ARTICLE 22)**

<u>Apprentice Year</u>	<u>%</u>	<u>Plus Increase Explained Above</u>	<u>Per Hour Rate</u>
1st year - 1st half	40%	\$ to be determined/art. 22	
- 2nd half	45%	\$ to be determined/art. 22	
2nd year - 1st half	50%	\$ to be determined/art. 22	
- 2nd half	55%	\$ to be determined/art. 22	
3rd year - 1st half	60%	\$ to be determined/art. 22	
- 2nd half	65%	\$ to be determined/art. 22	
4th year - 1st half	70%	\$ to be determined/art. 22	
- 2nd half	75%	\$ to be determined/art. 22	

**WASHINGTON AREA
APPRENTICE WAGE RATES(CONTINUED)**

**7/1/05 through 6/30/06 (PERCENTAGE OF AMOUNT
TO BE DETERMINED PER ARTICLE 22)**

<u>Apprentice Year</u>	<u>%</u>	<u>Plus Increase Explained Above</u>	<u>Per Hour Rate</u>
1st year - 1st half	40%	\$ to be determined/art. 22	
- 2nd half	45%	\$ to be determined/art. 22	
2nd year - 1st half	50%	\$ to be determined/art. 22	
- 2nd half	55%	\$ to be determined/art. 22	
3rd year - 1st half	60%	\$ to be determined/art. 22	
- 2nd half	65%	\$ to be determined/art. 22	
4th year - 1st half	70%	\$ to be determined/art. 22	
- 2nd half	75%	\$ to be determined/art. 22	

**WASHINGTON AREA
APPRENTICE FRINGE BENEFITS***

HEALTH FUND - ALL APPRENTICES

7/1/03 through 12/31/03	\$4.26 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

**PENSION FUND - 2ND through 4th YEAR
APPRENTICES ONLY**

7/1/03 through 12/31/03	\$3.50 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

SMW LOCAL 100 401(k) FUND - ALL APPRENTICES

7/1/03 through 12/31/03	\$0.50 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

APPRENTICE FUND - ALL APPRENTICES

7/1/03 through 12/31/03	\$0.38 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

INTERNATIONAL TRAINING INSTITUTE FUND -
ALL APPRENTICES

7/1/03 through 12/31/03	\$0.12 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

NATIONAL ENERGY MANAGEMENT INSTITUTE
(NEMI) - ALL APPRENTICES

7/1/03 through 12/31/03	\$0.03 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

SHEET METAL OCCUPATIONAL HEALTH
INSTITUTE TRUST (SMOHT) - ALL APPRENTICES

7/1/03 through 12/31/03	\$0.02 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

*AMOUNTS MAY CHANGE IN ACCORDANCE WITH
ARTICLE 22.

**WASHINGTON AREA
APPRENTICE WAGE DEDUCTIONS***
VACATION/POLITICAL ACTION LEAGUE (PAL),
APPRENTICE ORGANIZING AND ORGANIZING
ASSESSMENT - 1ST AND 2ND YEAR APPRENTICES
ONLY

7/1/03 through 12/31/03	\$0.55 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

VACATION/POLITICAL ACTION LEAGUE (PAL),
APPRENTICE ORGANIZING AND ORGANIZING
ASSESSMENT - 3RD AND 4TH YEAR APPRENTICES
ONLY

7/1/03 through 12/31/03	\$0.90 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

***AMOUNTS MAY CHANGE IN ACCORDANCE WITH
ARTICLE 22.**

**WASHINGTON AREA
SPECIALTY WORKER WAGE RATES**

7/1/03 through 6/30/06 \$ 5.75 per hour

SPECIALTY WORKER FRINGE BENEFITS*

HEALTH FUND CONTRIBUTION**

7/1/03 through 12/31/03	\$2.34 per hour
1/1/04 through 6/30/04	55% of journeyman health contribution rate
7/1/04 through 6/30/05	55% of journeyman health contribution rate
7/1/05 through 6/30/06	55% of journeyman health contribution rate

SPECIALTY WORKER WAGE DEDUCTIONS*

ORGANIZING ASSESSMENT

7/1/03 through 12/31/03	\$0.15 per hour
1/1/04 through 6/30/04	to be determined per Article 22
7/1/04 through 6/30/05	to be determined per Article 22
7/1/05 through 6/30/06	to be determined per Article 22

SPECIALTY WORKER'S UNION DUES

**CURRENTLY \$37.50 PER MONTH. CONTACT LOCAL
100'S DUES OFFICE REGARDING THE STATUS OF
INDIVIDUAL SPECIALTY WORKERS.**

***AMOUNTS MAY CHANGE IN ACCORDANCE WITH
ARTICLE 22.**

****EFFECTIVE 7/1/03 THE CONTRACTORS WILL
MAINTAIN SPECIALTY WORKERS' HEALTH FUND
CONTRIBUTION RATE AT FIFTY-FIVE PERCENT
(55%) OF THE JOURNEYMAN AND APPRENTICE
HEALTH FUND CONTRIBUTION RATE (e.g. Wages
plus 55% of the journeyman/apprentice health fund contri-
bution rate).**

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EMPLOYMENT HISTORY

COMPANY NAME: _____

FROM: _____ TO: _____

COMPANY NAME: _____

FROM: _____ TO: _____

COMPANY NAME: _____

FROM: _____ TO: _____

COMPANY NAME: _____

FROM: _____ TO: _____

COMPANY NAME: _____

FROM: _____ TO: _____

COMPANY NAME: _____

FROM: _____ TO: _____

COMPANY NAME: _____

FROM: _____ TO: _____

COMPANY NAME: _____

FROM: _____ TO: _____

COMPANY NAME: _____

FROM: _____ TO: _____

COMPANY NAME: _____

FROM: _____ TO: _____

COMPANY NAME: _____

FROM: _____ TO: _____

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